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2  
3 BILL NO. S-75-10-24.

4 SPECIAL ORDINANCE NO. S-217-75

5 AN ORDINANCE approving a contract with SCHMIDT  
6 ELECTRIC SHOP, INC. for installation of street  
7 lighting on Rudisill Boulevard, Resolution  
8 No. 109-75

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
10 WAYNE, INDIANA:

11 SECTION 1. That the Contract dated October 3, 1975, between the  
12 City of Fort Wayne, by and through its Mayor and the Board of Public Works  
13 and SCHMIDT ELECTRIC SHOP, INC., for:

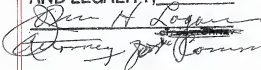
14 Installation of new Street Lighting for Rudisill  
15 Boulevard (alley east of Harrison Street to  
16 Broadway

17 for a total cost of \$23,012.00, of which the property owners will pay forty per-  
18 cent (40%) and the City to pay sixty per cent (60%), all as more particularly  
19 set forth in said Contract, which is on file in the Office of the Board of Public  
20 Works and is by reference incorporated herein, made a part hereof and is  
21 hereby in all things ratified, confirmed and approved.

22 SECTION 2. This Ordinance shall be in full force and effect from  
23 and after its passage and approval by the Mayor.

24  
25   
26 Councilman

27  
28  
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34  
35 APPROVED AS TO FORM  
AND LEGALITY,

  
Attorney for Common Council

Read the first time in full and on motion by Moses seconded by Hinga and duly adopted, read the second time by title and referred to the Committee on Public Works (and to the City Plan Commission for recommendation) (and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock P.M., E.S.T.)

Date: 10-14-75

Charles W. Westerman  
CITY CLERK

Read the third time in full and on motion by Moses seconded by Hinga and duly adopted, placed on its passage.  
Passed (~~lost~~) by the following vote:

	AYES <u>8</u>	NAYS <u>0</u>	ABSTAINED _____	ABSENT <u>1</u> to-wit:
Burns	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hinga	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kraus	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<del>Moses</del>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<del>Nickols</del>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<del>Nichols</del>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Moses	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Schmidt, D.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Schmidt, V.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stier	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Talarico	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date 10-28-75

Charles W. Westerman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana as (~~Zoning Map~~) (~~General~~) (~~Annexation~~) (~~Special~~) (~~Appropriation~~) Ordinance (~~Resolution~~) No. A217-75 on the 28th day of October, 1975.

TEST: (SEAL)  
Charles W. Westerman  
CITY CLERK

James Schuler  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of October, 1975 at the hour of 11:00 o'clock A.M., E.S.T.

Charles W. Westerman  
CITY CLERK

Approved and signed by me this 29th day of October, 1975 at the hour of 1:00 o'clock P.M., E.S.T.

Jack H. Troop  
MAYOR

Bill No. S-75-10-24

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance  
approving a contract with SCHMIDT ELECTRIC SHOP, INC. for installation of  
street lighting on Rudisill Boulevard, Resolution No. 109-75

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance DO PASS.

Winfield C. Moses, Jr. - Chairman

Eugene Kraus, Jr. - Vice-Chairman

William Hinga

John Nuckols

Donald J. Schmidt

Winfield C. Moses Jr

William T. Hinga  
John Nuckols  
D. Schmidt

10-28-75  
DATE 10-28-75 CONCURRED IN  
CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE  
board of public works

September 19, 1975

The Common Council  
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

A contract for the installation of new street lighting on West Rudisill Boulevard has been awarded to Schmidt Electric Company for their bid of \$23,012.00. Materials will be furnished by the City. Property owners shall be paying a maximum cost of \$3.31 per lineal foot.

In order to facilitate the installation before onset of inclement weather, the contractor and Board request a "Prior Approval" of the project.

An Ordinance will be submitted for formal approval as soon as contract documents are prepared and approved.

Sincerely,

BOARD OF PUBLIC WORKS

*Carl E. O'Neal*

Carl E. O'Neal, Member

CEO:bt

cc: Mayor

Attachment: Tabulation

APPROVED:

*Richard L. W. Jr.* *Samuel J. Tabarek* *Eugene Kraus*  
*John T. ...* *William T. ...* *Joe S. ...*  
*W. Schmidt* *Paul ...* *William J. Schmidt*

MEMBERS OF THE COMMON COUNCIL

ATTEST:

*Charles W. Westerman*  
City Clerk

*Melvin G. ...* chief Deputy

AN EQUAL OPPORTUNITY EMPLOYER

PROJECT

RUDISTILL BLVD.

## BID ANALYSIS SHEET

DATE 8-27-75

RES. NO. 109-1975

MATERIAL

## CONTRACTORS

STREET LIGHTING - MATERIAL COST  
QUAN UNIT MATERIAL

ESTIMATE

EXTENSION

Schmidt Electric

E. L. C. Contractor

T &amp; F C

UNIT  
BIDTOTAL  
BIDUNIT  
BIDTOTAL  
BIDUNIT  
BID

99	ea.	22' Embedded Aluminum poles, wired.	48.18	4769.82	42.00	4158.00	40.00	3960.00	28.00
99	ea.	G.E. TC-400R, 400 watt post top luminaires with lamps	14.89	1474.11	16.00	1584.00	14.00	1386.00	16.40
14,000	ft.	trenching 20" deep including backfill and installation of #4 2/c aluminum underground wire in trench.	.90	11320.00	1.00	14000.00	.85	11900.00	.98
17,000	ft.	1-1/2" steel conduit pushed under sidewalks, driveways, & streets, including installation of #4 2/c aluminum underground wire in conduit.	6.24	5018.00	1.50	2550.00	2.50	4250.00	2.50
12,000	ft.	Final grading, topsoil, and seeding.	.20	2400.00	.06	720.00	.20	2400.00	.12
		CONTRACTOR'S BID		\$27793.25		\$23012.00		\$23896.00	
		Estimated Materials Cost furnished furnished by the City of Fort Wayne.		44774.00		44774.00		44774.00	
		Removal Cost		2264.44		2264.44		2264.44	
		Advertising Cost		40.00		40.00		40.00	
		Inspection & Engineering		7483.00		7483.00		7483.00	
		TOTAL		\$82354.69		\$77573.44		\$78457.44	

& F Construction		N.G. Gilbert		L. E. Meyers Co.		Henry Electric	
UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID
28.00	2772.00	51.50	5098.50	106.75	10568.25	53.00	5247.00
16.10	1593.90	18.50	1831.50	35.70	3534.30	19.25	1905.75
.98	13720.00	.86	12040.00	.71	9940.00	.95	13300.00
2.50	4250.00	3.60	6120.00	6.70	11390.00	3.40	5780.00
.12	1440.00	.15	1800.00	.13	1560.00	.21	2520.00
	\$23,775.90		\$26,890.00		\$36,992.55		\$28,752.75
	44,774.00		44,774.00		44,774.00		44,774.00
	2264.44		2264.44		2264.44		2264.44
	40.00		40.00		40.00		40.00
	7483.00		7483.00		7483.00		7483.00
	\$78,337.34		\$81,451.44		\$91,553.88		\$83,314.19

62-287-10

10/2/75

3923

CONTRACT Res. 109-75

STATE OF INDIANA )  
COUNTY OF ALLEN ) ss

THIS AGREEMENT AND INDENTURE made and entered into this,  
the 3rd day of October 1975, by and between:

The City of Fort Wayne

The party of the first part, termed in this agreement and the  
Contract Documents as the "Purchaser," and

SCHMIDT ELECTRIC SHOP, INC.

The party of the second part, termed in this agreement and  
the Contract Documents as the "Contractor":

## WITNESSETH:

THAT, WHEREAS, the Board of Public Works has heretofore  
caused to be prepared certain contract documents for furnish-  
ing labor and equipment and performing work therein fully de-  
scribed, and the Contractor did, on the 3rd day of October, 1975,  
file with the Board of Public Works, a copy of said  
contract documents, together with his offer and terms therein  
fully stated and set forth, and,

WHEREAS, the said contract documents accurately and fully  
describe the terms and conditions upon which the Contractor is  
willing to furnish the labor and equipment and perform the work  
called for by the said contract documents and in the manner and  
time of furnishing and performing same.

## IT IS THEREFORE, AGREED:

FIRST - That a copy of said contract documents filed as  
aforesaid be attached hereto and that the same do in all par-  
ticulars become the agreement and contract between the parties  
hereto in all matters and things set forth therein and described,  
and further, that both parties hereby accept and agree to the  
terms and conditions of said contract documents so filed, for the  
following:

INSTALLATION OF NEW STREET LIGHTING FOR RUDISILL BLVD. (alley

east of Harrison Street to Broadway), @ Contractor's Bid = \$23,012.00

SECOND - The Contract Documents hereto annexed are made  
a part of this agreement and contract as fully and as absolutely  
as if herein set out in haec verba.



THIRD - The unit prices agreed to in this contract will remain in effect until the work covered under this contract is completed.

FOURTH - This contract is executed in duplicate.

FIFTH - It is further stipulated that not less than the general prevailing rate of wages as ascertained by the City of Fort Wayne or the Indiana Department of Labor shall be paid to all workmen performing work on this contract.

SIXTH - It is further stipulated that Contractor shall pay all lawful claims or indebtedness which may accrue, by operation of law and otherwise, to any persons, firm or corporation on account of any labor or service performed or material furnished or service rendered, in the carrying forward, performing, and completing of said contract including Subcontractors, laborers, materialmen, and those performing service on account of or directly in connection with the completion of said contract.

SEVENTH - It is further stipulated that any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Sub-contractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

EIGHTH - Contractor agrees to have installation completed within thirty (30) working days after start of project excluding weather conditions and holidays. If project is not completed within specified time, contractor agrees to a \$25.00 a day penalty or City will have the prerogative to acquire another contractor to complete the project at the original Contractor's expense.



IN FAITH WHEREOF, Witness the hands and seals of both parties on the day and year in this agreement first above written.

APPROVED:

Cona L. Smith

ATTEST: CLERK

James H. Lusk  
MAYOR

BOARD OF PUBLIC WORKS

James H. Lusk  
Carl E. O'Neal  
Betty Lou Nault  
JUL 8 1975

CONTRACTOR:

Schmidt Electric, Inc.

BY:

Richard F. Bellish  
WCE-PRES.

Approved in Form & Legality  
By:

[Signature]



UNITED STATES FIDELITY AND GUARANTY COMPANY  
BALTIMORE, MARYLAND

No. 12-0120-1383-75

\$23,012.00

Know all Men by these Presents, That we, SCHMIDT ELECTRIC SHOP, INC.,  
P. O. Box 2625, Fort Wayne, Indiana  
as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY as Surety, are held  
and firmly bound unto THE CITY OF FORT WAYNE, INDIANA

in the full and just sum of

TWENTY-THREE THOUSAND TWELVE AND NO/100-----DOLLARS,  
lawful money of the United States, for the payment of which, well and truly to be made, we bind our-  
selves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these  
presents.

Whereas, The said Principal has executed and entered into a certain contract with the said  
THE CITY OF FORT WAYNE, INDIANA  
dated October 3, 1975, for furnishing all labor and material necessary  
for installation of new street lighting for Rudisill Blvd. (alley  
East of Harrison Street to Broadway), Fort Wayne, Indiana

in said contract described; which contract is hereto annexed.

Now, Therefore, the Condition of this Obligation is such, That if the said Principal  
shall well and truly perform and fulfill all and every the covenants, conditions, stipulations and agree-  
ments in said contract mentioned to be performed and fulfilled, and shall keep the said Obligees harmless  
and indemnified from and against all and every claim, demand, judgment, lien, cost and fee of every  
description incurred in suits or otherwise against the said Obligees, growing out of or incurred in, the  
prosecution of said work according to the terms of the said contract, and shall repay the said Obligees all  
sums of money which the said Obligees may pay to other persons on account of work and labor done or  
materials furnished on or for said contract, and if the said Principal shall pay to the said Obligees all  
damages or forfeitures which may be sustained by reason of the non-performance or mal-performance  
on the part of the said Principal of any of the covenants, conditions, stipulations and agreements of said  
contract, then this obligation shall be void; otherwise the same shall remain in full force and virtue.

Signed, sealed and delivered

Witness to  
Principal

SCHMIDT ELECTRIC SHOP, INC. (SEAL)  
BY: Richard M. Keenan (SEAL)  
..... (SEAL)

COUNTERSIGNED:

BY: Pettiner Agency  
Camden, Indiana

United States Fidelity and Guaranty Company

BY: Richard M. Keenan  
Richard M. Keenan, Jr., Attorney-in-fact.

# ATTORNEY-IN-FACT AFFIDAVIT

STATE OR COMMONWEALTH OF ILLINOIS ) ss:  
COUNTY OR CITY OF COOK

Before me, a Notary Public, personally came Richard M. Keehan, Jr.  
known to me, and known to be the Attorney-in-Fact of United States Fidelity and Guaranty Company, a  
Maryland Corporation, which executed the attached bond as surety, who deposed and said that his signa-  
ture and the corporate seal of said United States Fidelity and Guaranty Company were affixed by order  
and authority of said Company's Board of Directors, and that the execution of the attached bond is the  
free act and deed of United States Fidelity and Guaranty Company.

Given under my hand and seal this 2nd day of October, 1975

*J. Brooke*

Notary Public.

My Commission expires My Commission Expires Oct. 10, 1978

Jud. 876 (8-57)

# GENERAL POWER OF ATTORNEY

No. 85933.....

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Richard Atwood, Walter J. Binder, Jr., William C. Brummett, Ward S. Chase, Emmett L. Clark, James R. Gordon, W. J. Heidkamp, John Jackson, Robert H. Jasker, Leslie Kazmierowski, Richard M. Keehan, Jr., Jack S. Kennedy, Thomas W. Krzyzak, Celia Lewis, John R. Marshall, Edward Matichek, H. W. Mueller, George M. Nedved, Jr., Walter H. Osterkamp, Jr., Milton F. Persin, William J. Plambeck, Donald J. Provenzano, Edward Reese, Jordan B. Riis, Richard C. Turek and Eugene A. Vilimek  
of the City of Chicago, State of Illinois  
its true and lawful attorneys

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever, anyone of the said Richard Atwood and the said Walter J. Binder, Jr. and the said William C. Brummett and the said Ward S. Chase and the said Emmett L. Clark and the said James R. Gordon and the said W. J. Heidkamp and the said John Jackson and the said Robert H. Jasker and the said Leslie Kazmierowski and the said Richard M. Keehan, Jr. and the said Jack S. Kennedy and the said Thomas W. Krzyzak and the said Celia Lewis and the said John R. Marshall and the said Edward Matichek and the said H. W. Mueller and the said George M. Nedved, Jr. and the said Walter H. Osterkamp, Jr. and the said Milton F. Persin and the said William J. Plambeck and the said Donald J. Provenzano and the said Edward Reese and the said Jordan B. Riis and the said Richard C. Turek and the said Eugene A. Vilimek

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 20th day of June, A. D. 19 75

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed)

D. H. Meehan

Vice-President.

(SEAL)

(Signed)

T. Hartley Marshall

Assistant Secretary.

STATE OF MARYLAND, }  
BALTIMORE CITY, }

ss:

On this 20th day of June

A. D. 1975, before me personally came

D. H. Meehan, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and T. Hartley Marshall, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said D. H. Meehan and T. Hartley Marshall were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1976.....

(SEAL)

(Signed)

Herbert J. Aull

Notary Public.

STATE OF MARYLAND }  
BALTIMORE CITY, }

Sct.

I, Robert H. Bouse

, Clerk of the Superior Court of Baltimore City, which Court is a

Court of Record, and has a seal, do hereby certify that Herbert J. Aull, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 20th day of June, A. D. 19 75

(SEAL)

(Signed)

Robert H. Bouse

Clerk of the Superior Court of Baltimore City.

DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance

A-75-10-24

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Covers contract with Schmidt Electric Shop, Inc. in amount of \$23,012.00 for installation of new street lighting on Rudisill Boulevard from alley east of Harrison Street to Broadway under Lighting Resolution 109-75.

SEE PRIOR APPROVAL ATTACHED

EFFECT OF PASSAGE New Lighting for Rudisill Blvd.

EFFECT OF NON-PASSAGE Failure to provide lighting as petitioned by property owners.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) \$23,012.00 (60% cost to City & 40% cost to property owners)

ASSIGNED TO COMMITTEE

Public Works